

E. I. DU PONT DE NEMOURS & COMPANY
INCORPORATED

B/L 2020/

ORDER

DATE 11/28 1977

ISSUED ON

Parlin

WHSE.
PLANT

TERMS:

ACCOUNT No.

ACCOUNT No.

SOLD TO:

SCIENTIFIC Chemical Process

SHIPPED TO:

STREET

216 PATTERSON PLANK Rd

STREET

CITY AND STATE

CANLSTADT N.J.

CITY AND STATE

CUST. NO.

SHIP

ORD.
ENT.

EDB

VOICE INST.

ROUTING—RAIL—TRUCK—EXPRESS—P.P.
PREPAID—COLLECT

4. P.

SALES CLASS

M. O. No.

05-3973-P-

CODE**QUANTITY****SIZE**

MATERIAL

PRICE PER

ETHYLENE GLYCOL TANK 146

approx 5000 gal

T-3122

MISS GAIL J-774-6044

MARY WALKER - A-774-5698

Robert Oertzen

11/28/77

Berman

774. 44 54

TAX INSTRUCTIONS

ACKNOWLEDGE

ENTERED BY

1383232

742057

E.I. DuPont de Nemours & Co.
Accounts Payable Section
Wilmington, Delaware 19898

DATE: 12-20-77

SHIP TO ☐ PICK UP AT ☐
(SAME AS SOLD TO UNLESS INDICATED)

Parlin

SUBJECT TO TERMS & CONDITIONS SPECIFIED ON REVERSE SIDE HEREOF

INVOICE

E. I. U PONT DE NEMOURS & COMPANY
INCORPORATED

ORDER

DATE 12-19 1977

B/L 20791

ISSUED ON

PARLIN

WHSE.
PLANT

TERMS:

ACCOUNT No.

ACCOUNT No.

SOLD TO:

SCIENTIFIC CHEMICAL PROCESS

SHIPPED TO:

STREET

216 PATERSON PLANK Rd.

STREET

CITY AND STATE

CARLSTADT, N.J.

CITY AND STATE

CUST. NO.

SHIP

ORD.
ENT.

INVOICE INST.

F. O. B.

ROUTING—RAIL—TRUCK—EXPRESS—P.P.
PREPAID—COLLECT

S. P.

SALES CLASS

M. O. No.

CODE

QUANTITY

SIZE

MATERIAL

PRICE PER

ETHYLENE GLYCOL WASTE APPROX 5000 GAL

✓ QJ-3973P

7301

115599

TAX INSTRUCTIONS

ACKNOWLEDGE

ENTERED BY

R. Prater

DU PONT

E. I. DU PONT DE NEMOURS & COMPANY
INCORPORATED
WILMINGTON, DELAWARE 19898

CONTRACT ORDER
(FIELD LABOR)

March 15, 1977 DN-7568 1
DATE CONTRACT ORDER NO. ALT. NO. PAGE NO.

SHIP TO: E. I. DU PONT DE NEMOURS & COMPANY

Scientific Chemical Processing, Inc.
216 Paterson Plank Road
Carlstadt, New Jersey 07272

DEPARTMENTAL
APPROVAL REQUIRED

WILMINGTON, DELAWARE
ISSUING POINT
H. E. BURMAN (511)
ISSUED BY

This document when properly executed shall constitute a contract between E. I. DU PONT DE NEMOURS AND COMPANY (DU PONT) and SCIENTIFIC CHEMICAL PROCESSING, INC. (CONTRACTOR) covering the removal and disposal of waste material from DU PONT'S Willow Bank Plant, Newport, Delaware.

1. SERVICES - ~~DELETE~~ ADD - ISOPROPYL ALCOHOL - CONTRACTOR agrees to pick-up and dispose of such quantities of waste butyl alcohol, methyl isobutyl ketone, acetone, fluoropolymer, anhydrous citric acid, para-toluene sulfonic acid and silicone contaminated waste in 55-gallon drums as DU PONT renders to CONTRACTOR. CONTRACTOR agrees that waste material will be disposed of in such a manner as will (1) result in the complete destruction of said material and (2) prevent any of said materials from entering the environment as pollutants.

2. COMPENSATION - In consideration of CONTRACTOR'S services hereunder, DU PONT will pay CONTRACTOR in accordance with the rates as follows:

Disposal charge - \$10.00 per 55-gallon drum
Transportation charge - \$250.00 per load, minimum forty (40) 55-gallon drums
Demurrage Charge - \$15.00 per hour for all time in excess of one hour, calculated in 15-minute increments

3. TERMS OF PAYMENT - Net 10 days after receipt of invoice.

4. PERIOD OF AGREEMENT - 2/1/77 through 2/28/78.

5. GENERAL CONDITIONS - DU PONT'S General Conditions, EM-6687, Rev. 11/76, are attached hereto and made a part hereof.

APPROVED BY

EXECUTED BY

ITEM	GEN LEDGER	SUB ACCOUNTS	ACQUISITIONED BY	DELIVER TO	REQUISITION NO.

3 COPY FOR PURCHASING DEPT. WILMINGTON
THEN TO ACCOUNTS PAYABLE SECTION.

DU PONT

INCORPORATED
WILMINGTON, DELAWARE 19898

(FIELD LABOR)

March 15, 1977 DN-7568 2
DATE CONTRACT ORDER NO. ALT. NO. PAGE NO.

SHIP TO: E. I. DU PONT DE NEMOURS & COMPANY

Scientific Chemical Processing, Inc.

WILMINGTON, DELAWARE
ISSUING POINT
H. E. BURMAN (511)
ISSUED BY

6. ENTIRETY - This document embodies the entire agreement and understanding between the parties; and there are no agreements, understandings, conditions, warranties or representations, oral or written, expressed or implied, with reference to the subject matter hereof which are not merged herein or superseded hereby. No modification of this Agreement shall be of any force or effect unless reduced to writing and signed by the party claimed to be bound thereby.

Please signify your acceptance of the above by signing in the space provided below and returning the #3 carbon copy to H. E. Burman, Energy and Materials Department, Du Pont Company, Wilmington, Delaware 19898.

SCIENTIFIC CHEMICAL PROCESSING, INC.	E. I. DU PONT DE NEMOURS AND COMPANY
BY: <u>Robert H. Cuff</u>	BY: <u>Henry E. Burman</u>
TITLE: _____	TITLE: <u>HENRY E. BURMAN</u>
DATE: _____	DATE: <u>PURCHASING AGENT</u>
	DATE: <u>March 17, 1977</u>

Redrawn from DN-7568 undated

VALUE OF ORDER - NOT TO EXCEED \$2,000.00

1215

APPROVED BY

EXECUTED BY

ITEM	CEN LETTER	SUB ACCOUNTS		REQUISITIONED BY	DELIVER TO	REQUISITION NO.
	7017	51000	1785 (20%)	H.R. Mierzejewski		652144
	7017	56814	1785 (80%)			

3 COPY FOR PURCHASING DEPT. WILMINGTON
THEN TO ACCOUNTS PAYABLE SECTION.

DU PONT

WILMINGTON, DELAWARE 19898

(FIELD LABEL)

DATE **May 23, 1977**

DN-7568

CONTRACT ORDER NO.

SHIP TO:

E. I. DU PONT DE NEMOURS & COMPANY

Scientific Chemical Processing, Inc.
216 Paterson Plank Road
Carlstadt, New Jersey 07272

ALTERATION

DATE **6-15-77**

WILMINGTON, DELAWARE

ISSUING POINT

H. E. BURMAN (511)

ISSUED BY

ALTERATION #1

Reference is made to the agreement between us dated 3/15/77 covering the pick-up and disposal of waste from DU PONT'S Willow Bank, Newport, Delaware plant. It is hereby mutually agreed that the aforesaid contract is amended in the following manner effective May 20, 1977.

1. SERVICES - Delete methyl isobutyl ketone and add isopropyl alcohol.

NO OTHER CHANGES.

Please signify your acceptance of the above by signing in the space provided below and returning the carbon copy to H. E. Burman, Energy and Materials Department, E. I. Du Pont de Nemours and Company, Wilmington, Delaware, 19898

SCIENTIFIC CHEMICAL PROCESSING, INC.

E. I. DU PONT DE NEMOURS AND COMPANY

BY: *Robert H. Curb*

BY: *Henry E. Burman*

TITLE: _____

TITLE: PURCHASING AGENT

DATE: 6/6/77

DATE: May 23, 1977

Redrawn from DN-7568, Alt. #1 of 5/17/77

Wilmington
E. I. du Pont de Nemours & Company

APPROVED BY

EXECUTED BY

ITEM	GEN LEDGER	SUB ACCOUNTS	REQUISITIONED BY	DELIVER TO	REQUISITION N
	7017	51000 1785 (20%)	H.R. Mierzejewski		650650
	7017	56814 1785 (80%)			

3 COPY FOR PURCHASING DEPT. - WILMINGTON
THEN TO ACCOUNTS PAYABLE SECTION

GENERAL CONDITIONS
WASTE REMOVAL CONTRACTS
(PICK-UP AT A DU PONT SITE)

E. I. DU PONT DE NEMOURS & COMPANY
(Incorporated)

OWNERSHIP – Ownership and title to the materials to be removed and all responsibility and liability in connection therewith shall vest in and be assumed by CONTRACTOR at such a time as said material is loaded into CONTRACTOR's vehicle for removal from DU PONT's plant.

PRECAUTIONS – CONTRACTOR shall perform his services in a careful and workmanlike manner. CONTRACTOR agrees to take all necessary precautions in the handling, transportation and disposal of materials in order to avoid injuries to persons and damage to property.

DU PONT shall provide CONTRACTOR with a general description of the materials to be removed, including a listing of specific chemical waste products and DU PONT'S procedures for handling such chemical products safely. These procedures are made available to CONTRACTOR for information only and without any representation or warranty as to their adequacy or suitability for use by CONTRACTOR in the services which CONTRACTOR is performing. CONTRACTOR shall be responsible for developing safety procedures applicable to CONTRACTOR's employees and for instructing said employees in such procedures.

COMPLIANCE WITH LAWS AND REGULATIONS – CONTRACTOR shall comply with all present and future laws, ordinances, rules and regulations of federal, state, municipal and other governmental authorities applicable to the services to be performed. While on DU PONT's plant, CONTRACTOR agrees to comply with DU PONT's applicable safety standards. CONTRACTOR shall furnish DU PONT (attention: Plant Buyer) with copies of any permits or other official documents which are required for disposal of the materials removed from DU PONT's location and of CONTRACTOR's contract authorizing the use of any disposal area owned by others.

INDEPENDENT CONTRACTOR – The employees, methods, equipment and facilities used by CONTRACTOR shall at all times be under its exclusive direction and control. CONTRACTOR's relationship to DU PONT under this agreement shall be that of an independent contractor and nothing in this agreement shall be construed to constitute CONTRACTOR, or any of its employees, an agent, joint venturer or partner of DU PONT.

INDEMNITY – CONTRACTOR agrees to take all necessary precautions to prevent any injury to person (including employees of CONTRACTOR and DU PONT) or damage to property (including DU PONT's and CONTRACTOR's property) during the progress of work covered hereunder and shall indemnify DU PONT against all loss and expense which may result in any way from any act or omission on the part of CONTRACTOR, its agents, employees, or subcontractors, except to the extent that any such loss is due solely and directly to the negligence of DU PONT.

INSURANCE – CONTRACTOR shall carry, at his expense, insurance of minimum limits as follows:

- (a) Workmen's Compensation – Statutory;
- (b) Comprehensive General Liability Bodily Injury \$300,000 and Property Damage \$100,000;
- (c) Comprehensive Automotive Liability Bodily Injury \$100,000/300,000 and Property Damage \$25,000;
- (d) Contractual Liability insuring CONTRACTOR's obligations under the "INDEMNITY" clause, above, in minimum limits of \$300,000 for Comprehensive General Liability Bodily Injury and Property Damage in minimum limits of \$100,000.

CONTRACTOR hereby agrees that such policies shall contain a waiver of subrogation against DU PONT. Certificates of insurance evidencing the coverages required above shall be filed with DU PONT (attention: Plant Buyer) prior to the furnishing of services under this agreement. Such certificates shall provide that the insurer will give DU PONT not less than ten (10) days' advance notice of any change in or cancellation of coverage. In the event any subcontractor is employed, with DU PONT's consent, CONTRACTOR shall provide DU PONT with evidence of the same coverages in the same limits with respect to such subcontractor.

SUBCONTRACTING – CONTRACTOR shall not subcontract any of the services covered without DU PONT's written approval.

ASSIGNMENT – Any agreement between DU PONT and the CONTRACTOR shall not be assignable either in whole or in part without the prior written consent of the other party.

TAXES – CONTRACTOR shall be responsible for the payment of all taxes covering services to be performed, including but not limited to the payment of all applicable taxes covering its employees.

ACCESS TO PREMISES – The access of CONTRACTOR and its employees to DU PONT's premises shall be as determined from time to time by DU PONT.

CONTINGENCY – No liability shall result to either party from delay in performance or nonperformance caused by circumstances beyond the control of the party affected, including, but not limited to, act of God, fire, flood, explosion, war action or request of governmental authority, accident, labor trouble or shortage, inability to obtain material, equipment or transportation.

TERMINATION – If CONTRACTOR should be adjudged bankrupt or make a general assignment for the benefit of his creditors, or if a receiver should be appointed on account of his insolvency, or he should fail to make prompt payment for materials or labor, or disregard laws, ordinances or other governmental regulations, or violate any provisions of this agreement, DU PONT may on seven (7) days' written notice to CONTRACTOR terminate CONTRACTOR's services under this agreement.

FIRST-AID – In the event of personal injury to CONTRACTOR's personnel, DU PONT may make available emergency first-aid treatment and related services. Accordingly, CONTRACTOR shall sign the "Emergency First Aid Agreement" (Form EM-6682) which shall be attached to and become a part of this agreement.

EMERGENCY FIRST AID AGREEMENT

WHEREAS, E. I. DU PONT DE NEMOURS AND COMPANY, a corporation of the State of Delaware, hereinafter referred to as "Du Pont", furnishes emergency first-aid, and related services to its employees on the premises at its WILLOW BANK PLANT near NEWPORT, DELAWARE and

WHEREAS, SCIENTIFIC CHEMICAL PROCESSING, INC., hereinafter referred to as the "Contractor", will perform certain work or furnish certain services upon such premises, and

WHEREAS, Contractor desires that such emergency first-aid treatment and related services be made available to his employees on such premises.

NOW, THEREFORE, in consideration of the rendering by Du Pont of emergency first-aid and related services to the employees of the Contractor to the same extent that such emergency first-aid and related services would be available to an employee of Du Pont on such premises, the Contractor, his successors and assigns hereby assume full and complete responsibility and liability for all injuries and damages to any of his employees arising out of or allegedly attributable in any way to such emergency first-aid treatment and services. The Contractor further undertakes and agrees to indemnify and save harmless Du Pont, its employees, contractors, successors and assigns, from any and all actions, rights of action, suits, debts, claims, damages, expenses and demands whatsoever with respect to or on account of any injury to or the death of any employee of the Contractor in any way attributable to or in connection with the performance of such emergency first-aid treatment, and related services of Du Pont, whether or not such injury, damage or death is caused by or alleged to have been caused by negligence of Du Pont.

Nothing contained herein shall be construed as imposing any duty upon Du Pont to provide facilities necessary to furnish emergency first-aid treatment or related services to Contractor's employees or to make such facilities and services available to Contractor's employees.

IN WITNESS WHEREOF, Contractor has caused this instrument to be duly executed this _____ day of _____, 19__.

ATTEST:



BY: _____

Scientific Chemical Processing, Inc.
411 WILSON AVENUE, NEWARK, NEW JERSEY 07105
Telephone (201) 589-7777

742057-
6-24

SOLD TO E. I. DuPont de Nemours & Co.
Accounts Payable Section
Wilmington, Delaware 19898

INVOICE NO:

4-121-3

DATE: 5-10-77 as of 4-30-77

SHIP TO ☐ PICK UP AT ☐
(SAME AS SOLD TO UNLESS INDICATED)

Willow Bank

file

SALES ORDER #	YOUR ORDER NO.	TERMS NET 10 DAYS	SHIPPED VIA	PPD.	COLL.
D-119	Dn 7568	Net 10 Days	SCP	3-17-77	X
QTY. APPROXIMATE	DESCRIPTION	PRICE	AMOUNT		
1 T/L	43 Drums	Misc. Chemical Residue Removed Transportation	\$10/dr \$250.00	\$ 430.00 \$ 250.00	
				\$ 680.00	
<div data-bbox="592 1018 998 1207" data-label="Text"> <p>MAY 15 1977 OFFICE OF THE TREASURER STATE OF NEW JERSEY DIVISION OF REVENUE (IF REQUIRED) A/P-3</p> </div> <div data-bbox="500 1234 649 1270" data-label="Text"> <p>B/L 25737</p> </div> <div data-bbox="617 1260 1380 1386" data-label="Text"> <p>SLIB-CODE 7017 51001-1785 2070-136.00 7017-52814-1785 8070-544.00</p> </div>					

VL \$430.00
FL \$250.00

SUBJECT TO TERMS & CONDITIONS SPECIFIED ON REVERSE SIDE HEREOF

INVOICE

LR Mendenhall

TROUBLE MEMORANDUM

Order No. DN-7568
 (Pref 4-7/Num 8-17)
 Date 3-31-78
 (18-21)
 Buyer Code _____
 (1-3)

TO: H.R. Mierzejewski
Willow Bank Plant
Newport, ME

Vendor Scientific Chem. Services, Inc. Invoice No. 357 Date 3/15 Amount 1312.50

Attached UNPAID INVOICE cannot be reconciled for the following reason, PLEASE HANDLE PROMPTLY:

1. _____ Prices not on order _____
 (Col. 22)
2. ☒ Prices not in accordance 12.50 dr 1/2 10.00
3. ☒ Cash/F.O.B. Terms not in accordance 250.00 1/2 275.00
4. _____ Excess of order by _____
5. _____ Return invoice # _____ sent to you on _____
6. _____ Vendor name differs _____
7. _____ Order cancelled or expired _____
8. _____ Approve if partial billing _____
9. ☒ Other Also approval required before payment

TO: H.E. BURMAN
E & M
B-7371 4/21/78

FROM: H. R. MIERZEJEWSKI
 Ext. 4361 Purchasing
Willow Bank Plant
Newport, Delaware

By: E.H. Hatcher
 ACCOUNTS PAYABLE SECTION

FROM: H. R. MIERZEJEWSKI
 Ext. 4361 Purchasing
Willow Bank Plant
Newport, Delaware

HERB CASE OF SCIENT. CHEM
WILL NOT ADJUST THE
PRICE PER JEAN BROWN

Indicate ☐ Take Discount ☐ Do Not Take Discount

REQUIRE A FORMAL ALTERATION.

 (INDIVIDUAL AUTHORIZED TO EXECUTE PURCHASE ORDERS) Date _____

our files, approve and return duplicate copy of trouble
 ties of invoice and alteration if required. Do not return
 required to resolve difference.

ATTACH COPY OF TRANSMITTAL
 LETTER FOR A/P. IF
 INVOICE RETURNED TO VENDOR



E. I. DU PONT DE NEMOURS & CO., (INC.)

PURCHASE ORDER NO.

DN 7568

PURCHASE ORDER NO.

PAGE NO.

RELEASE NUMBER

DIRECT
ALL
INQUIRIES

ISSUED BY.

DATE OF ORDER

N-10

TERMS OF PAYMENT

REQUIRED SHIPPING DATE

PROMISED SHIPPING DATE

F.O.B.

SCIENTIFIC CHEMICAL

CARLSTADT, N.J.

E. I. DU PONT DE NEMOURS & COMPANY

NEW YORK
NEW YORK
NEW YORK

SHIP VIA

ITEM QUANTITY

DESCRIPTION

PRICE

QUANTITY RECEIVED

TO COVER THE COST OF REMOVAL
AND DISPOSAL OF CHEMICAL WASTE
FROM DU PONT'S WILLOW BANK PLANT,
NEW YORK DEL.

PERIOD COVERED 1/1/77 3/1/77

THRU 2/28/78

\$7.00 per 55 GAL DRUM

250' PER LOAD - MIN. 40 DRUMS

15' / HR OVER 1 HR.

STEVE PERDUE DRUM 5253

H. E. BURMAN E & M 4450

MRS. PERDUE 3111

6/10/77

INV. NO.

DATE

AMOUNT

PASSED

CONFIRMING TO

REQUISITIONED BY

EQUISITION APPROVED BY

EXTENSION NO

DATE

DELIVERY REQUESTED BY (DATE)

AUTH. LEVEL

DATE

ESTIMATED WEIGHT

ESTIMATED COST

GENERAL LEDGER ACCOUNT / SUB ACCOUNTS

DETAIL ACCOUNTING

AMOUNT

7017 / 51001 - 1785

7017 / 52814 - 1785

20%

80%

DELIVERY SPOT #

LAST ORDER NO OR SUGGESTED VENDOR & ADDRESS

SEASON VENDOR
SELECTED

☐ LOWEST PRICE
☐ BETTER QUALITY
☐ REQUIRED DESIGN

ORDER APPROVED BY

ORDER EXECUTED BY

652144

REQUISITION NO

NO 7 COPY FOR FILE